FAYETTEVILLE
STATE UNIVERSITY

Police and Public Safety

Mutual Aid Agreement

Pursuant to North Carolina General Statute 160A-288 the undersigned do hereby request of one another, and agree to provide to one another, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. This Mutual Assistance Agreement shall serve as the request in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of officers, (including in an undercover capacity) equipment and supplies.

1. While working with a requesting agency, an officer shall have the same jurisdiction powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

2. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the loaned officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for the purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he/she were functioning within the normal scope of the officer's duties.

3. When temporary assistance is needed pursuant to this Mutual Assistance Agreement, the requesting agency shall notify the assisting agency of the need for such assistance, and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.

4. Upon written request of the requesting agency, the head of the assisting agency or his/her designee, may loan supplies and/or equipment on a temporary basis to the requesting agency. All supplies and equipment so loaned under this Mutual Assistance Agreement must be returned within thirty (30) days of the date of the written request for assistance under this agreement. Any supplies or equipment which are depleted through use or damage must be replaced by the requesting agency within one hundred eighty (180) days from the date of the written request for assistance under this agreement. Extensions of these time limitations may be granted by the head of the assisting agency or his/her designee.

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5. In the event that the requested assistance requires travel and overnight lodging, the requesting agency agrees to be responsible for all reasonable expenses incurred by the assisting agency officer during his/her temporary assignment, including the costs of travel, food, and lodging. The requesting agency shall also assume the costs of any travel required of the assisting officer in connection with or arising out of the assisting agency officer's temporary assignment to the requesting agency, including, but not limited to, travel to court appearances.

6. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.

7. Only in the manner and to the extent permitted under North Carolina law, including but not limited to the NC Tort Claims Act, GS 143-291, et seq., and without waiver of its sovereign immunity,, the requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer within the course and scope of the officer's temporary assignment or damage or injury caused by the use of misuse of loaned equipment, and further agrees to hold harmless and indemnify the assisting agency for any damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment.

   Only in the manner and to the extent permitted under North Carolina law, including but not limited to the NC Tort Claims Act, GS 143-291, et seq., and without waiver of its sovereign immunity,, the requesting agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the scope and course of the temporarily assigned officer's duties or in the course and scope of the loaned equipment not accompanied by the temporarily assigned officer. Further, only in the manner and to the extent permitted under North Carolina law, including but not limited to the NC Tort Claims Act, GS 143-291, et seq., and without waiver of its sovereign immunity, the assisting agency agrees to hold the requesting agency harmless for any damage to the property of the assisting agency occasioned by such act.

8. The agreement shall not be construed as a bar to any other rights or claim, either direct or by subrogation, which either agency shall have against any other party.

9. In the event that any assets are forfeited as a result of the assistance provided during the temporary assistance authorized by this Agreement, the requesting agency and the assisting agency agree to a reasonable and proportional sharing of the proceeds.

10. The undersigned enter into this agreement pursuant to duly adopted resolutions of their respective governing body, as authorized by North Carolina General Statues 160A-228.

SO AGREED

This the 11th day of April, 2026.

Chief Damon Williams
Fayetteville State University

NORTH CAROLINA

COUNTY OF Cumberland

I, Tonya S. Glover, a Notary Public of said county and state, do hereby certify that

Damon Williams, personally appeared before me this day and acknowledged the due

execution of the foregoing Mutual Assistance Agreement.

Witness my hand and notarial seal, this 11th day of April, 2026.

Tonya S Glover
Notary Public

My Commission Expires

TONYA S GLOVER
Notary Public, North Carolina
Cumberland County
My Commission Expires
May 08, 2029

SO AGREED

This the 9th day of April, 2026.

Chief Roberto E. Bryan Jr.
Fayetteville Police Department

NORTH CAROLINA

COUNTY OF Cumberland

I, Kenise McNair, a Notary Public of said county and state, do hereby certify that

Roberto E. Bryan Jr., personally appeared before me this day and acknowledged the due

execution of the foregoing Mutual Assistance Agreement.

Witness my hand and notarial seal, this 9th day of April, 2026.

Kenise McNair
Notary Public

My Commission Expires: 2-28-29

KENISE MCNAIR
Notary Public - North Carolina
Cumberland County
My Commission Expires Feb 28, 2029